

THE SOUTH DAKOTA BOARD
OF
MEDICAL AND OSTEOPATHIC EXAMINERS

IN THE MATTER OF THE SOUTH DAKOTA *
BOARD OF MEDICAL AND OSTEOPATHIC * STIPULATION ON AGREED
EXAMINERS GRANTING OF A RESTRICTED * DISPOSTION
MEDICAL LICENSE TO CHARLES PETERS, MD *

WHEREAS, Charles Peters, MD, herein referred to as "Dr. Peters", submitted an initial application for a South Dakota medical license, and his application reflected prior disciplinary actions and concerns regarding patterns of disruptive behavior, and

WHEREAS, the South Dakota Board of Medical and Osteopathic Examiners, herein referred to as "the Board" has jurisdiction of the parties and subject matter herein, and

WHEREAS, the Board's Investigative Review Panel conducted an investigation, and met in person with Dr. Peters on May 15, 2009, and at that time, Dr. Peters provided a copy of a Professional Renewal Center (PRC) Aftercare Agreement that he signed and entered into with PRC regarding his proposed South Dakota employer, and a copy of which is attached hereto and fully incorporated herein as part of this document, and

WHEREAS, Dr. Peters understands that a Stipulation on Agreed Disposition by the Board will be required, and Dr. Peters understands that the Board has discretion to approve, modify or reject the Stipulation on Agreed Disposition, or to make adjustments in the future as it deems necessary, and

WHEREAS, the Investigative Review Panel, and the Board member appointed in this investigation recommend that Dr. Peters be placed on permanent probation and that he be issued a restricted South Dakota medical license as follows:

1. Dr. Peters shall maintain complete compliance with the PRC Aftercare Agreement, and he shall take the necessary steps to guarantee that all information resulting from any future attendance at the PRC will be provided directly to the Board office.
2. He shall make a personal appearance at a mutually agreed upon date and time with the Investigative Review Panel at the Board office on a quarterly basis until notified differently.

3. He shall make a personal appearance before the Board upon request. He will be given reasonable notice of the dates, times and locations for his appearances.
4. He shall obtain a local treating psychiatrist approved in advance by the Board for the purpose of evaluation and treatment. He shall take the necessary steps to guarantee that the psychiatrist shall provide quarterly reports to the Board regarding his progress and status. In the event that his local treating psychiatrist can no longer provide evaluation and treatment, he shall again obtain another local treating psychiatrist approved in advance by the Board.
5. He shall obtain therapy from a local therapist approved in advance by the Board, and he shall take the necessary steps to guarantee that the therapist shall provide quarterly reports to the Board and to his treating psychiatrist regarding his progress and status. In the event that his local therapist can no longer provide therapy, he shall again obtain another local treating therapist approved in advance by the Board.
6. He shall sign additional releases as needed authorizing the Board to obtain any information it deems necessary.
7. He shall identify a work quality mentor who is a South Dakota licensed physician at his practice setting, and he shall take the necessary steps to guarantee that this mentor physician shall appear before the Board as requested, and shall provide quarterly reports to the Board and to his psychiatrist regarding his overall work performance and specifically his behavior, communication and interaction with patients, families and other staff. In the event that his physician mentor can no longer serve as his mentor, he shall notify the Board immediately, and he shall again obtain another physician mentor approved in advance by the Board.
8. He shall submit to an evaluation by any agency upon request and approved in advance by the Board.
9. He understands and agrees that he shall conduct himself in a professional and cooperative manner, and he shall manage his behavior in every aspect of his medical practice.
10. He understands and agrees that in the event that the Board is reasonably satisfied that he has breached any of the terms and/or conditions of his restricted license, his restricted license shall be permanently revoked, and that the revocation is public information and will be reported to all entities deemed necessary by the Board.

11. He understands that should an employer notify him of any complaints, concerns, or other difficulties, or should an employer impose or discuss with him any type of corrective action, written and/or verbal, formal and/or informal, he shall notify the Board's Investigative Review Panel in writing within 24 hours.
12. He understands and agrees that he shall notify the Board in writing one month prior to moving to another location in South Dakota, changing employers in South Dakota, or leaving the state for more that two consecutive weeks.
13. He understands and agrees that he is on permanent probation, and that these restrictions shall remain in effect for as long as he holds the restricted license issued by this Board, or until notified in writing by the Board.

WHEREAS, Dr. Peters agrees to all the conditions contained herein, and he understands and agrees that this STIPULATION ON AGREED DISPOSITION is a public record that shall be reported to all agencies as deemed necessary by the Board, and

WHEREAS, Dr. Peters agrees that the Stipulation on Agreed Disposition is valid and enforceable pending final review at the next Board meeting, and

WHEREAS, the Board has the authority to approve, modify, or reject this agreement, and if this agreement is modified or rejected by the Board, Dr. Peters agrees that a new Stipulation on Agreed Disposition shall be required to be approved in order to be granted issuance of a restricted South Dakota medical license, and

WHEREAS, Dr. Peters understands that he has the right to have an attorney review this document; however, if no attorney signs this document, Dr. Peters understands that he has waived this right.

STATE OF SOUTH DAKOTA } S.S.
 LINNEHAHA COUNTY }
 By: Charles Peters, MD Date: 24 June 2009
 Charles Peters, MD
 I hereby certify that the foregoing instrument is a true and correct copy of the original as the same appears on the record in my office.

Executive Secretary
 By: MBH Date: _____ 2009
 Attorney for Dr. Peters (if applicable)
 Date: 6-24-09

By: Robert Ferréll, MD Date: 13 Jun 09 2009
 Robert Ferréll, MD, President, SDBMOE

Witness: Margaret B. Hansen 24 June 2009

PROFESSIONAL RENEWAL CENTER®

Live With Intention.

PROFESSIONAL RENEWAL CENTER® AFTERCARE AGREEMENT

I, Charles Peters, MD, was discharged from primary treatment at the Professional Renewal Center® in Lawrence, Kansas, on January 30, 2009. I understand that in order for the Professional Renewal Center to provide additional support and advocacy on my behalf, I must comply with all of my aftercare recommendations. I agree to comply with the following recommendations:

1. I agree to develop a formal working relationship with the Physicians Support Committee of the Sanford USD Medical Center under the director of Craig Urhe, MD. I understand that he has agreed to monitor my aftercare agreement.
2. I will participate in regular individual therapy sessions with a psychotherapist. If I work in South Dakota, I will contact Craig Kindrat (605-322-4079). At least initially, I agree to meet with the therapist weekly, and then at a frequency and duration deemed appropriate by the therapist in consultation with Dr. Urhe and myself. As part of that process, I will continue to address underlying developmental and emotional issues and personality characteristics that have contributed to my ongoing professional difficulties.
3. I agree to participate in a group therapy experience. I agree to continue to investigate group therapy options and to participate in a group if it is geographically feasible. I understand that Dr. Urhe may know of options in this regard, and agree to discuss these with him.
4. I agree to regular treatment and preventive health measures with a primary care physician. My current physician in Kansas City is Frank Titterton, MD. I also agree to abstain from using any medication other than in the manner, at the dosage, and in the amounts that the prescribing physician directed.
5. As part of my work at PRC®, I engaged in healthy lifestyle practices (balanced meals, adequate sleep, regular exercise). I agree to engage in healthy lifestyle practices when I return home.
6. During my primary treatment at PRC®, I participated in biofeedback and other techniques aimed to assist me with relaxation and self-soothing. I agree to explore options for continuing to learn more about these techniques.
7. In my personal history, I have found significant strength and support from spiritual resources. I recognize the benefits of continuing to schedule adequate time for spiritual practices, readings and relationships.
8. I understand that to ensure the best possible transition into a work situation I need to have the opportunity to continue in my aftercare plan. This would include continuing with my

- regularly scheduled appointments with my treaters. I agree to discuss possible work situations with my treaters prior to making any commitments to the work situation.
9. As part of my return to work plan, I understand that Dr. Kenneth Aspaas, Chief Medical Officer at Sanford USD Medical Center, has agreed to identify a professional mentor who will initially meet with me on a weekly basis for a minimum of three months. The purpose of the mentor will assist me to keep a balanced and reasonable work schedule, check in with nursing staff to identify any areas of concern or conflict, provide me with ongoing feedback, and help me to identify any behavioral concerns. If I continue to do well, this could be reduced to bimonthly after consultation with my mentor, my treaters, and myself.
 10. I understand that it would be beneficial to engage in marital therapy sessions with my wife, and agree to pursue this with her.
 11. I agree to adhere to all guidelines as set forth by the AMA Code of Ethics, giving particular attention to the Principles of Medical Ethics, the Charter on Medical Professionalism, and all professional societies with which I am affiliated. I also agree to conduct myself with the highest level of professionalism. PRC® has provided me information on how I can obtain these documents.
 12. I agree to return to PRC® four- six months after returning to work for a minimum of one week, to consolidate the gains I have made, explore additional questions that may have arisen since completion of primary treatment, and to update the aftercare recommendations.
 13. I agree to sign releases of information so that my treating clinicians can coordinate my care. This would include my therapist, Physicians Support Committee, primary care physician, and PRC® treatment team.
 14. I understand that any failure to comply with these recommendations will result in loss of advocacy and could result in my being transferred to a higher level of care.

Charles Peters, MD 1/30/09
Charles Peters, MD. Date

John Robertson 013009
PRC® representative Date

THE SOUTH DAKOTA BOARD
OF
MEDICAL AND OSTEOPATHIC EXAMINERS

IN THE MATTER OF THE SOUTH	*	ORDER TO APPROVE
DAKOTA BOARD OF MEDICAL	*	
AND OSTEOPATHIC EXAMINERS GRANTING*	*	STIPULATION
OF A RESTRICTED MEDICAL LICENSE	*	
TO CHARLES PETERS, MD	*	ON AGREED DISPOSITION
	*	

WHEREAS, Charles Peters, MD, submitted an application for medical licensure to the South Dakota Board of Medical and Osteopathic Examiners, hereinafter referred to as the Board, and

WHEREAS, the Board has jurisdiction of the parties and subject matter herein, and

WHEREAS, the Board and Dr. Peters agreed to place certain restrictions upon the granting of his restricted license, and the Stipulation on Agreed Disposition was ratified by the Board on June 10, 2009, and voluntarily signed by Dr. Peters on June 24, 2009.

THEREFORE, IT IS HEREBY ORDERED that a restricted license is granted to Dr. Peters, and the Stipulation on Agreed Disposition is approved in its entirety.

Dated this 24 day of June, 2009.

STATE OF SOUTH DAKOTA } S.S.
MINNEHAHA COUNTY }
I hereby certify that the foregoing
instrument is a true and correct copy
of the original as the same appears
on the record in my office.

Executive Secretary
By MBH by JTP
Date 6-24-09

SOUTH DAKOTA BOARD OF MEDICAL AND
OSTEOPATHIC EXAMINERS

By Margaret B. Hansen
Margaret B. Hansen
Executive Director, SDBMOE